

Jason M. Drangel (JD 7204)  
[jdrangel@ipcounselors.com](mailto:jdrangel@ipcounselors.com)  
Ashly E. Sands (AS 7715)  
[asands@ipcounselors.com](mailto:asands@ipcounselors.com)  
Danielle S. Futterman (DY 4228)  
[dfutterman@ipcounselors.com](mailto:dfutterman@ipcounselors.com)  
Gabriela N. Nastasi  
[gnastasi@ipcounselors.com](mailto:gnastasi@ipcounselors.com)  
EPSTEIN DRANGEL LLP  
60 East 42<sup>nd</sup> Street, Suite 1250  
New York, NY 10165  
Telephone: (212) 292-5390  
Facsimile: (212) 292-5391  
*Attorneys for Plaintiff*  
*Moonbug Entertainment Limited*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MOONBUG ENTERTAINMENT LIMITED,

*Plaintiff*

v.

ABDG STORE, ANIME-HOUSE STORE,  
ANYANG FEEKER TRADING CO., LTD.,  
BABY BOARD GAME(DROP SHIPPING)  
STORE STORE, BAOKANWEIYI STORE,  
BLACK MAN K STORE, CHANGSHA  
WODEMORE TECHNOLOGY CO., LTD.,  
CLHW GROCERY STORE, CUTE SMALL  
MOUSE TOY STORE, CUTE STICKER  
HOUSE STORE, CXLIDY PARTY STORE,  
DAILY BOUTIQUE DEPARTMENT  
STORE, DONGGUAN NUOSHENG  
ELECTRONIC TECHNOLOGY CO., LTD.,  
DONGGUAN TONGJIA TOYS CO., LTD.,  
DONGYANG YADI PET PRODUCT CO.,  
LTD., EE PARTY STORE, EWEISER  
ELECTRONIC TECHNOLOGY  
(SHENZHEN) CO., LTD., FACAI PARTY  
STORE, FARSHUNIN STORE, FOOK  
FONG TOY STORE, FUJIAN PROVINCE  
JIANOU CITY RUIYI CRAFTS CO., LTD.,

CIVIL ACTION NO.  
22-cv-2386 (RA)

~~[PROPOSED]~~  
FINAL DEFAULT JUDGMENT  
AND PERMANENT INJUNCTION  
ORDER

FUN LE TOY CITY STORE, FUN-PARTY  
 STORE, GONGTEN STORE,  
 GUANGZHOU HAPPY ISLAND TOYS CO.,  
 LTD., GUANGZHOU YIMAI TRADING  
 CO., LTD., HANGZHOU XINGGE GIFT  
 CO., LTD., HANGZHOU XINGGE GIFTS  
 CO., LTD., HEBEI SHUOHUI PAPER  
 PRODUCTS CO., LTD., HENAN FEEKER  
 IMPORT AND EXPORT CO., LTD.,  
 HENAN SENFA TRADING CO., LTD.,  
 INDECOR STORE, JINHUA ZHIBO  
 GARMENT CO., LTD., JINJIANG  
 CHENGLE SHOES AND GARMENT CO.,  
 LTD., JJ PARTY STORE, KIDS-TOY  
 STORE, LET'S PARTY TOGETHER  
 STORE, LIFE & ART STORE, LITTLE  
 MONKEY TOY STORE, LU WOOD  
 STORE, MOTHER AND BABY TOY  
 STORE STORE, PESENAR STORE,  
 PESENAR1314 STORE, PHOTURT  
 BACKDROPS STORE, PIAOLIANG BABY  
 STORE, PP BABY STORE, PURPLE GAME  
 STORE, QINGDAO BAZHIZHI CULTURE  
 CO., LTD., QUANZHOU HAPPY  
 BROTHERS TRADING CO., LTD.,  
 QUANZHOU JINHETUO PACKAGING  
 SUPPLIES CO., LTD., QUANZHOU  
 LONGKUN ARTS AND CRAFTS CO.,  
 LTD., SHANGHAI XINYAN INDUSTRIAL  
 CO., LTD., SHAOXING HUALAI EMB. &  
 HOME TEXTILE CO., LTD., SHOP1970547  
 STORE, SHOP5702013 STORE,  
 SHOP911116284 STORE, SKY HOME  
 CO.,LTD, STICKER WORLD STORE,  
 TEMILA PLUSH TOY STORE, TOGETIT  
 STORE, VL STORE, WANMEI BABY  
 STORE, XIAMEN PALMY IMPORT &  
 EXPORT CO., LTD., YANGZHOU  
 CAISHENG HANDICRAFT PRODUCT  
 CO., LTD., YANGZHOU MEIXUAN TOYS  
 AND GIFTS CO., LTD., YIWU BOBO  
 CRAFTS CO., LTD., YIWU CHANGYUAN  
 E-COMMERCE FIRM, YIWU CITY  
 CARNIVAL COSTUME FACTORY, YIWU  
 DINGYI E-COMMERCE CO., LTD., YIWU  
 FUXIN TRADE CO., LTD., YIWU HUALEI

E-COMMERCE CO., LTD., YIWU KAIRAN  
TRADING CO., LTD., YIWU LONGFEI  
GARMENT CO., LTD., YIWU MIAOJIA  
TECHNOLOGY CO., LTD., YIWU MINZHI  
CLOTHING FIRM, YIWU QUEYI  
CLOTHING CO., LTD., YIWU TANGAO E-  
COMMERCE FIRM, YIWU TOYSTOCKER  
TOYS CO., LTD., YIWU YUYUN  
TRADING CO., LTD., YIWU ZIHAN  
IMPORT AND EXPORT CO., LTD. and  
YUDUOBAO TOY STORE,


*Defendants*

**GLOSSARY**

| <b><u>Term</u></b>          | <b><u>Definition</u></b>   | <b><u>Docket Entry<br/>Number</u></b> |
|-----------------------------|--|---------------------------------------|
| <b>Plaintiff or Moonbug</b> | Moonbug Entertainment Limited  | N/A                                   |
| <b>Defendants</b>           | ABDG Store, Anime-House Store, Anyang Feeker Trading Co., Ltd., Baby board game(drop shipping) Store, BAOKANWEIYI Store, Black Man K Store, Changsha Wodemore Technology Co., Ltd., CLHW Grocery Store, Cute Small Mouse Toy Store, Cute Sticker House Store, CXLIDY PARTY Store, Daily boutique department Store, Dongguan Nuosheng Electronic Technology Co., Ltd., Dongguan Tongjia Toys Co., Ltd., Dongyang Yadi Pet Product Co., Ltd., Ee Party Store, Eweiser Electronic Technology (shenzhen) Co., Ltd., FACAI Party Store, Farshunin Store, Fook Fong Toy Store, Fujian Province Jianou City Ruiyi Crafts Co., Ltd., Fun Le Toy City Store, Fun-party Store, GongTen Store, Guangzhou Happy Island Toys Co., Ltd., Guangzhou Yimai Trading Co., Ltd., Hangzhou Xingge Gift Co., Ltd., Hangzhou Xingge Gifts Co., Ltd., Hebei Shuohui Paper Products Co., Ltd., Henan Feeker Import And Export Co., Ltd., Henan Senfa Trading Co., Ltd., Indecor Store, Jinhua Zhibo Garment Co., Ltd., Jinjiang Chengle Shoes And Garment Co., Ltd., JJ Party Store, Kids-toy Store, Let's party together Store, Life & art Store, Little Monkey Toy Store, LU Wood Store, Mother and baby toy store Store, PESENAR Store, pesenar1314 Store, PHOTURT Backdrops Store, piaoliang baby Store, PP Baby Store, Purple Game Store, Qingdao Bazhizhi Culture Co., Ltd., Quanzhou Happy Brothers Trading Co., Ltd., Quanzhou Jinhetuo Packaging Supplies Co., Ltd., Quanzhou Longkun Arts And Crafts Co., Ltd., Shanghai Xinyan Industrial Co., Ltd., Shaoxing Hualai Emb. & Home Textile Co., Ltd., Shop1970547 Store, Shop5702013 Store, Shop911116284 Store, Sky Home Co.,Ltd, Sticker world Store, Temila plush toy Store, Togetit Store, VL Store, Wanmei baby Store, Xiamen Palmy Import & Export Co., Ltd., Yangzhou Caisheng Handicraft Product Co., Ltd., Yangzhou Meixuan Toys And Gifts Co., Ltd., Yiwu Bobo Crafts Co., Ltd., Yiwu Changyuan E-Commerce Firm, Yiwu City Carnival Costume Factory, Yiwu Dingyi E-Commerce Co., Ltd., Yiwu Fuxin Trade Co., Ltd., Yiwu Hualei E-Commerce Co., Ltd., Yiwu Kairan Trading Co., Ltd., Yiwu Longfei Garment Co., | N/A                                   |

|                              |  |     |
|------------------------------|--|-----|
|                              | Ltd., Yiwu Miaoja Technology Co., Ltd., Yiwu Minzhi Clothing Firm, Yiwu Queyi Clothing Co., Ltd., Yiwu Tangao E-Commerce Firm, Yiwu Toystocker Toys Co., Ltd., Yiwu Yuyun Trading Co., Ltd., Yiwu Zihan Import And Export Co., Ltd. and Yuduobao Toy Store   |     |
| <b>Defaulting Defendants</b> | Anyang Feeker Trading Co., Ltd., Changsha Wodemore Technology Co., Ltd., CLHW Grocery Store, Dongguan Nuosheng Electronic Technology Co., Ltd., Dongguan Tongjia Toys Co., Ltd., Dongyang Yadi Pet Product Co., Ltd., Ee Party Store, Eweiser Electronic Technology (shenzhen) Co., Ltd., Farshunin Store, Fujian Province Jianou City Ruiyi Crafts Co., Ltd., Fun Le Toy City Store, Fun-party Store, Guangzhou Happy Island Toys Co., Ltd., Guangzhou Yimai Trading Co., Ltd., Hebei Shuohui Paper Products Co., Ltd., Henan Feeker Import And Export Co., Ltd., Henan Senfa Trading Co., Ltd., Indecor Store, Jinhua Zhibo Garment Co., Ltd., Jinjiang Chengle Shoes And Garment Co., Ltd., JJ Party Store, Let's party together Store, LU Wood Store, Mother and baby toy store Store, PESENAR Store, pesenar1314 Store, piaoliang baby Store, Qingdao Bazhizhi Culture Co., Ltd., Quanzhou Happy Brothers Trading Co., Ltd., Quanzhou Jinhetuo Packaging Supplies Co., Ltd., Quanzhou Longkun Arts And Crafts Co., Ltd., Shanghai Xinyan Industrial Co., Ltd., Shaoxing Hualai Emb. & Home Textile Co., Ltd., Shop1970547 Store, Shop5702013 Store, Wanmei baby Store, Xiamen Palmy Import & Export Co., Ltd., Yangzhou Caisheng Handicraft Product Co., Ltd., Yangzhou Meixuan Toys And Gifts Co., Ltd., Yiwu Changyuan E-Commerce Firm, Yiwu City Carnival Costume Factory, Yiwu Dingyi E-Commerce Co., Ltd., Yiwu Fuxin Trade Co., Ltd., Yiwu Hualei E-Commerce Co., Ltd., Yiwu Kairan Trading Co., Ltd., Yiwu Longfei Garment Co., Ltd., Yiwu Miaoja Technology Co., Ltd., Yiwu Minzhi Clothing Firm, Yiwu Queyi Clothing Co., Ltd., Yiwu Tangao E-Commerce Firm, Yiwu Toystocker Toys Co., Ltd., Yiwu Yuyun Trading Co., Ltd. and Yiwu Zihan Import And Export Co., Ltd. | N/A |
| <b>Alibaba</b>               | Alibaba.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York  | N/A |

|                              |  |       |
|------------------------------|--|-------|
| <b>AliExpress</b>            | Aliexpress.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York   | N/A   |
| <b>Sealing Order</b>         | Order to Seal File entered on March 22, 2022   | 1     |
| <b>Complaint</b>             | Plaintiff's Complaint filed on March 24, 2022  | 9     |
| <b>Application</b>           | Plaintiff's <i>Ex Parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i> ) and Defendants' Assets (as defined <i>infra</i> ) with the Financial Institutions (as defined <i>infra</i> ); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on March 24, 2022 | 12-15 |
| <b>Miller Dec.</b>           | Declaration of Robert Miller in Support of Plaintiff's Application   | 14    |
| <b>Nastasi Dec.</b>          | Declaration of Gabriela N. Nastasi in Support of Plaintiff's Application   | 15    |
| <b>TRO</b>                   | 1) Temporary Restraining Order; 2) Order Restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) Order to Show Cause Why a Preliminary Injunction Should Not Issue; 4) Order Authorizing Bifurcated and Alternative Service; and 5) Order Authorizing Expedited Discovery entered on April 13, 2022  | 16    |
| <b>PI Show Cause Hearing</b> | May 17, 2022 hearing to show cause why a preliminary injunction should not issue   | N/A   |
| <b>PI Order</b>              | May 17, 2022 Preliminary Injunction Order  | 20    |
| <b>User Account(s)</b>       | Any and all websites and any and all accounts with online marketplace platforms such as Alibaba and AliExpress, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them   | N/A   |
| <b>Merchant Storefronts</b>  | Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their   | N/A   |

|                                       |   |     |
|---------------------------------------|---|-----|
|                                       | respective officers, employees, agents, servants and all persons in active concert or participation with any of them  |     |
| <b>Blippi</b>                         | A fun, energetic entertainer known for his goofy mannerisms, signature blue and orange outfit and educational videos  | N/A |
| <b>Blippi Content</b>                 | Interactive videos exploring the world through the eyes of a child while teaching them valuable skills such as counting, learning colors and much more  | N/A |
| <b>Blippi Registrations</b>           | U.S. Trademark Registration Nos.: 5,333,930 for “BLIPPI” for a variety of goods in Class 28; 5,335,209 for “BLIPPI” for a variety of goods in Class 25 and 6,495,654<br><br>for “ ” for goods in Classes 9, 16, 25, 28 and 41  | N/A |
| <b>Blippi Application</b>             | U.S. Trademark Serial Application No. 88/553,924 for “BLIPPI”, for goods in Classes 18, 20, 21, 24 and 27   | N/A |
| <b>Blippi Marks</b>                   | The marks covered by the Blippi Registrations and the Blippi Application  | N/A |
| <b>Blippi Products</b>                | A variety of consumer products, such as t-shirts, backpacks and other gear  |     |
| <b>Counterfeit Products</b>           | Products bearing or used in connection with the Blippi Marks, and/or products in packaging and/or containing labels bearing the Blippi Marks, and/or bearing or used in connection with marks that are confusingly similar to the Blippi Marks and/or products that are identical or confusingly similar to the Blippi Marks  | N/A |
| <b>Defendants’ Assets</b>             | Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)   | N/A |
| <b>Defendants’ Financial Accounts</b> | Any and all financial accounts associated with or utilized by any Defendants or any Defendants’ User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)   | N/A |
| <b>Financial Institutions</b>         | Any banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group), PingPong Global Solutions, Inc. (“PingPong”) and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants | N/A |

|  |   |       |
|--|---|-------|
| <b>Third Party Service Providers</b>           | Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by Alibaba and/or AliExpress, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise | N/A   |
| <b>Plaintiff's Motion for Default Judgment</b> | Plaintiff's application for an Order to Show Cause Why Default Judgment and a Permanent Injunction Should Not be Entered Against Defendants filed on December 9, 2022   | 32-35 |
| <b>Futterman Aff.</b>                          | Affidavit by Danielle S. Futterman in Support of Plaintiff's Motion for Default Judgment  | 33    |

This matter comes before the Court by motion filed by Plaintiff for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement and trademark counterfeiting arising out of Defaulting Defendants' unauthorized use of Plaintiff's Blippi Marks including, without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.<sup>1</sup>

The Court, having considered the Memorandum of Law and Affidavit of Danielle S. Futterman in support of Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants, the Certificates of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

### **I. Defendants' Liability**

- 1) ORDERED, ADJUDGED AND DECREED that judgment is granted in favor of Plaintiff as to the first and second causes of action pleaded in the Complaint (trademark counterfeiting and trademark infringement) against the following Defaulting Defendants: Anyang Feeker Trading Co., Ltd., Changsha Wodemore Technology Co., Ltd., CLHW Grocery Store, Dongguan Nuosheng Electronic Technology Co., Ltd., Dongguan Tongjia Toys Co., Ltd., Dongyang Yadi Pet Product Co., Ltd., Ee Party Store, Eweiser Electronic Technology (shenzhen) Co., Ltd., Farshunin Store, Fujian Province Jianou City Ruiyi Crafts Co., Ltd., Fun Le Toy City Store, Fun-party Store, Guangzhou Happy Island Toys Co., Ltd., Guangzhou Yimai Trading Co., Ltd., Hebei Shuohui Paper Products Co., Ltd., Henan Feeker Import And Export Co., Ltd.,

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<sup>1</sup> Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

Henan Senfa Trading Co., Ltd., Indecor Store, Jinhua Zhibo Garment Co., Ltd., Jinjiang Chengle Shoes And Garment Co., Ltd., JJ Party Store, Let's party together Store, LU Wood Store, Mother and baby toy store Store, PESENAR Store, pesenar1314 Store, piaoliang baby Store, Qingdao Bazhizhi Culture Co., Ltd., Quanzhou Happy Brothers Trading Co., Ltd., Quanzhou Jinhetuo Packaging Supplies Co., Ltd., Quanzhou Longkun Arts And Crafts Co., Ltd., Shanghai Xinyan Industrial Co., Ltd., Shaoxing Hualai Emb. & Home Textile Co., Ltd., Shop1970547 Store, Shop5702013 Store, Wanmei baby Store, Xiamen Palmy Import & Export Co., Ltd., Yangzhou Caisheng Handicraft Product Co., Ltd., Yangzhou Meixuan Toys And Gifts Co., Ltd., Yiwu Changyuan E-Commerce Firm, Yiwu City Carnival Costume Factory, Yiwu Dingyi E-Commerce Co., Ltd., Yiwu Fuxin Trade Co., Ltd., Yiwu Hualei E-Commerce Co., Ltd., Yiwu Kairan Trading Co., Ltd., Yiwu Longfei Garment Co., Ltd., Yiwu Miaoja Technology Co., Ltd., Yiwu Minzhi Clothing Firm, Yiwu Queyi Clothing Co., Ltd., Yiwu Tangao E-Commerce Firm, Yiwu Toystocker Toys Co., Ltd., Yiwu Yuyun Trading Co., Ltd. and Yiwu Zihan Import And Export Co., Ltd.

## **II. Damages Awards**

- ~~2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that because it would serve the compensatory and punitive purposes of the Lanham Act's prohibitions on trademark counterfeiting and infringement, and because Plaintiff has sufficiently set forth the basis for the statutory damages requested in its Motion for Default Judgment, the Court awards Plaintiff fifty thousand Dollars (\$50,000.00) in statutory damages against each of the fifty-three (53) Defaulting Defendants pursuant to 15 U.S.C. § 1117(c), as well as post-judgment interest at the statutory rate set forth in 28 U.S.C. § 1961(a).~~

## **III. Permanent Injunction**

- 3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendants,

their respective officers, agents, servants, employees, ~~successors and assigns~~, and all persons <sup>active concert</sup> acting in ~~concert~~ with or under the direction of Defaulting Defendants (regardless of whether located in the United States or abroad) who receive actual notice of this Order are permanently enjoined and restrained from:

- A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Blippi Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Blippi Marks;
- B. directly or indirectly infringing in any manner Plaintiff's Blippi Marks;
- C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's Blippi Marks to identify any goods or services not authorized by Plaintiff;
- D. using Plaintiff's Blippi Marks, or any other marks that are confusingly similar to the Blippi Marks on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- E. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported,

- advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants and Defaulting Defendants' commercial activities and Plaintiff;
- F. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to ~~their User Accounts and/or Merchant Storefronts or Defendants' Assets and~~ the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products; and
- G. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.
- 4) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must deliver up for destruction to Plaintiff any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe any of Plaintiff's trademarks or other rights including, without limitation, the Blippi Marks, or bear any marks that are confusingly similar to the Blippi Marks pursuant to 15 U.S.C. § 1118;

**IV. Dissolution of Rule 62(a) Stay**

- 5) IT IS FURTHER ORDERED, ADJOURNED AND DECREED, as sufficient cause has been shown, the 30-day automatic stay on enforcing Plaintiff's judgment, pursuant to Fed. R. Civ. Pro. 62(a) is hereby dissolved.

**V. Miscellaneous Relief**

- 6) Defaulting Defendants may, upon proper showing and two (2) business days written notice to the Court and Plaintiff's counsel, appear and move for dissolution or modification of the provisions of this Order;
- 7) Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;
- 8) The Court releases the Five Thousand U.S. Dollar (\$5,000.00) security bond that Plaintiff submitted in connection to this action to counsel for Plaintiff, Epstein Drangel, LLP, 60 East 42<sup>nd</sup> Street, Suite 1250, New York, NY 10165; and
- 9) This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.
- 10) The Court will issue a separate order referring this matter for an inquest into damages.

**SO ORDERED.**

SIGNED this 21 day of August, 2025, at 4:00 p.m.



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HON. RONNIE ABRAMS  
UNITED STATES DISTRICT JUDGE